RECEIVED & INSPECTED

October 9,2002

VIA OVERNIGHT MAIL

Marlene H. Dortch, Secretary Federal Communications Commission Office of the Secretary 9300 East Hampton Drive Capitol Heights, MD 30743

RE: WC DOCKET NO. 02-0307

Dear Ms. Dortch:

Attached please find an original and four (4) copies of Network Telephone's comments in the above referenced proceeding. Copies have also been provided to the parties indicated below as required by Public Notice 02-2357 issued September 20, 2002.

Thank you for you assistance. Please advise if you have any questions

Sincerely,

Margard & . Ken y Margaret H. Ring, Director

Regulatory & Governmental Affairs

Janice Myles, FCC Wireline Competition Bureau (12 copies via overnight mail)

Qualex International (via overnight mail)

Luin Fitch, USDOJ (via overnight mail)

Deborah Roy, USDOJ (via e-mail)

Beth Keating, FPSC (via e-mail) Sara Kyle, TRA (via e-mail)

Christine Newcomb, FCC (via e-mail)

RECEIVED & INSPECTED

OCT 1 0 2002

FCC - MAILROOM

# Before the FEDERAL COMMUNICATIONS COMMISSION Washington, D. C. 20554

In the Matter of

Joint Application by BellSouth Corporation	,)	
BellSouth Telecommunications, Inc., and	)	
BellSouth Long Distance, Inc., for Provision	n)	WC Docket No. 02-307
Of In-Region, InterLATA Services in	)	
Florida and Tennessee	)	

#### COMMENTS OF NETWORK TELEPHONE CORPORATION

Margaret H. Ring, Director Regulatory and Governmental Affairs Network Telephone Corporation 815 S. Palafox St. Pensacola, FL 32501 (850) 465-1748 (telephone) (850) 432-0218 (facsimile)

October 9,2002

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October 9,2002

#### **SUMMARY**

Network Telephone Corporation (Network Telephone or NTC) submits these comments concerning the above-captioned application of BellSouth Corporation (BellSouth) for authority to provide in-region, interLATA services in Florida and Tennessee. Network Telephone is a Competitive Local Exchange Carrier (CLEC) based in Pensacola, Florida that provides facilities-based services in eight states in the BellSouth region. Network Telephone provides small and medium-sized businesses a full complement of telecommunications services, including local and long-distance

telephone and high-speed data services. For the reasons stated herein, the Commission should deny BellSouth's application for in-region, interLATA services in Florida and Tennessee.

Network Telephone continues to experience problems that lead to the conclusion that BellSouth's Florida and Tennessee markets are not fairly opened to competition.

BellSouth's conduct in this regard continues up to the present filing of its application and afterwards.

BellSouth blocks CLEC orders when the customer's PIC is BellSouth Long Distance, even though BellSouth Long Distance has no operational agreement to offer any CLEC. BellSouth ties, in an inappropriate and anti-competitive manner, services from affiliates such as BellSouth Long Distance, Cingular Wireless, and BellSouth Advertising and Publishing to its services and to provide itself with an anticompetitive advantage in the marketplace. Network Telephone has also experienced problems with number porting that it believes are directly related to BellSouth's interface with NPAC.

There continue to be problems with Change Control, PMAF, and remedy payment calculations. The change control process is being utilized outside the parameters of the established procedures to accomplish BellSouth's, rather than CLECs, needs and goals. PMAP data is excluding information required by CLECs in order to validate the data, information that BellSouth had committed to include. Remedy payment totals are constantly shifting due to calculation errors, which call into question the validity of all PMAP and remedy payment data. BellSouth shows continued reluctance to address these issues, causing concern over its commitment to the processes as a whole. The Commission should reject BellSouth's application because it cannot make a rational

decision based on processes that are presented as accurate and workable, but which in reality are neither.

The whole concept of a "CLEC Care Team" at BellSouth results in little useful interaction to Network Telephone. Questions are not answered in a timely manner, the "team" is ineffective in dealing with important high-level issues, and Network Telephone has been unsuccessful even in efforts to pay for a higher level of service. The "Care Team," by its very position at BellSouth, is unable to be the advocate a reasonable customer would expect of its vendor.

In short, BellSouth is still engaging in classic monopolist behavior in the local markets, and has not opened its market in Florida and Tennessee to competition. It should not be granted authority under Section 271 of the Act at this time.

# I. BellSouth Operates in an Anti-Competitive Manner, And Refuses to Open Its Networks Equally to All Competitors

On June 14,2002, BellSouth issued Carrier Notification Letter SN91083138 in which it advised all CLECs that it would not process orders that included the PIC or LPIC of BellSouth Long distance where the submitting carrier does not have an operational agreement with BellSouth Long Distance. This action effectively resulted in a refusal by BellSouth to processes orders of CLEC customers who wanted BellSouth Long Distance, although BellSouth processes orders for CLEC customers who select other long distance carriers. BellSouth, with the use of its provisioning process, was

3

tying any customer who wanted BellSouth Long Distance to the use of BellSouth's local service.

The referenced carrier notification advised CLECs to contact their BellSouth

Local Support Manager for information. Network Telephone immediately tried to obtain
a copy of the referenced operational agreement for review, by contacting *our* BellSouth

Local Support Manger, who was completely unaware of the carrier notification and its
terms. On June 28, the Local Support Manager provider a contact person at BellSouth

Long Distance, along with the comment "I don't have any influence over that side of the
house." Network Telephone was unsuccessful in getting a response from anyone at
BellSouth Long Distance after repeated attempts, and on June 28,2002 asked the
BellSouth Local Support Manager to obtain a copy of the "operational agreement" and
forward it to Network Telephone. Network Telephone made the comment "It is
absolutely ridiculous that BST Interconnection Services would send out a carrier
notification and then no one I can get in touch with has any information on the document
required pursuant to the notification."

On July 1,2002, Network Telephone's Local Support Team responded with the name and address of the Vice President of Planning and Development for BellSouth Long Distance. On July 2,2002, Janet Kibler of BellSouth Long Distance acknowledged NTC's request for a copy of a sample agreement and said "we are still working on the business and technical requirements that will be necessary to provide BSLD services to your end users." She continued that she "will be in touch early next week with a status."

Network Telephone had not received a response from BellSouth Long Distance as of July 15,2002. On that date NTC again contacted Ms. Kibler and threatened to file a

complaint with the Georgia PSC if we did not receive a response by July 19,2002. On July 18,2002, Ms. Kibler responded with a letter that stated, "BSLD is continuing to review the business and technical requirements to support the provision of its services to CLEC end users." Ms. Kibler also sent an involved questionnaire for CLECs to complete to "help us finalize our initial and future phases of availability."

On August 19,2002, Network Telephone filed a request with BellSouth Change Control (CR0923) to terminate the provisions outlined in Carrier Notification Letter SN1083138 as the restrictions regarding the provision of local facilities and services had no rational relationship to BellSouth Interconnection Services, other than the fact that this condition promoted the financial interests of BellSouth's corporate parent.

In addition, the Camer Notification and clarification were never introduced by BellSouth to the Change Control process prior to implementation, even though it was CLEC-impacting.

However, BellSouth requested that Network Telephone cancel its Change Control request on this issue, as it was not an appropriate issue for Change Control. Network Telephone refused to cancel the request, and asked that it be addressed at the regularly scheduled change control meeting on the September 25,2002. On September 24, Network Telephone participated in a conference call with BellSouth's CLEC Care Team and Change Control on the issue. The CLEC Care Team agreed in good faith to provide answers to Network Telephone's questions and to attempt to provide a standard "operational agreement" by October 2,2002. As a result of this conversation, the item was not set for prioritization at the September 25,2002 Change Control meeting. However, to date, no draft of a BSLD operational agreement has been provided.

The Change Control notes from the September 24 conference call with Network Telephone reflect in regard to the BSLD issue, that, "BST stated that there might be an issue with the 271 section of the 1996 Telecom Act." By Bell South's own admission, there is a conflict. Network Telephone believes that without question this is the case.

Also, under Section 272(c)(1) of TA-96, an RBOC "may not discriminate between that company or affiliate and any other entity in the provision of goods, services, facilities, and information, or in the establishment of standards." Network Telephone believes that BellSouth's action with regard to the Carrier Notification regarding BSLD violated this provision of the Act, as well.

Section 272(e)(1) states that the RBOC "shall fulfill any requests from **an** unaffiliated entity for telephone exchange service and exchange access within a period no longer than the period in which it provides such telephone exchange service and exchange access service to itself or to its affiliates."

BellSouth is clearly using its position as the provisioner of service to refuse BSLD service to CLEC customers. This constitutes an improper tying arrangement and gives unfair competitive advantage to BellSouth, as it is the only local company whose customers can use BSLD service. In fact, after more than five months since beginning to offer long distance service, BellSouth Long Distance does not even have a sample operational agreement to provide to CLECs. BellSouth's act of clarifying CLEC orders under these conditions clearly constitutes a reason BellSouth Long Distance should not be able to expand service into Florida and Tennessee until and unless these issues are resolved and BellSouth Long Distance stands ready with an operational agreement for CLECs equal to the one it has in place with BellSouth Telecommunications.

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The correspondence and Change Control Request associated with the BSLD issue are attached as Exhibit 1.

Another tactic increasingly used by BellSouth to ensure its monopoly status is tying auxiliary services to basic local exchange service, resulting in an anticompetitive marketplace. One example is the issue with BellSouth Long Distance that we have iterated above. Another is the tying of BellSouth's Fast Access ADSL and Internet service exclusively to BellSouth voice lines. Attached as Exhibit 2 is a letter from a Tennessee consumer who complains that BellSouth Internet service was disconnected, without prior notification, because she changed her local service provider to Network Telephone. Network Telephone has experienced problems with Cingular Wireless not loading NTC's NXXs into its system, so our customers cannot receive calls from Cingular wireless customers. Ironically, Cingular is the only wireless provider with whom we have experienced this problem in any volume. BellSouth is using its relationship with BellSouth Advertising and Publishing in a tying arrangement also. BellSouth's Select Points promotion awards points, which can be converted into cash and applied to current bills, for dollars spent with BAPCO. Most recently, BellSouth has filed a test program in which it uses BAFCO as a sales agent to sell its Simple Solutions promotion. The customer then receives a voucher, paid for by BellSouth, which can be applied to incremental spending on their BAPCO bill. A copy of BellSouth's letter regarding this BAPCO arrangement is attached as Exhibit 3.

Viewed in total, these actions constitute a clear intention by BellSouth to maintain market share by refusing to open markets, on an equal basis, to all competitors. The

arrangements are tying arrangements designed to undermine any progress toward an open-market solution in telecommunications.

#### II. BellSouth Service Area Number Portability Problems Affect NTC Service

Network Telephone has experienced problems with unacceptable slow-downs of porting operations at NPAC, resulting in time, expense and customer frustration. NTC's ports have been brought to a halt for days at a time, and technicians have had to wait a half-day at the customer premise in order to complete a port. The issue appears to be isolated to the BellSouth region. It is NTC's impression that the problems may be resulting from BellSouth's interface, in spite of the fact the NeuStar configuration is the same for BellSouth as for other ILECs. Obviously, an ILEC can effectively shut down operations for its facilities-based competitors by negatively impacting the Number Portability Administration Center. CLECs have no voice in negotiations between NeuStar and BellSouth, so have no way of achieving a full understanding of the source of the issue or its potential resolution. NTC does believe that the situation warrants an investigation by the Federal Communications Commission prior to grant of further 271 relief to BellSouth.

# III. PMAP, Change Control and Data Integrity Issues Continue to Impact Competitors

The change control process is being hijacked by BellSouth, as BellSouth takes steps to reprioritize issues which have been prioritized by CLECs according to the established parameters. When questions are asked with regard to a disclosure of system interfaces, test time and units necessary for various work efforts, CLECs are stonewalled. BellSouth makes commitments in change control meetings that it does not keep, and the promised data is not forthcoming. This was demonstrated recently after the September 25,2002, Change Control meeting with regard to Release 13.0 and CR0127.

In addition, in the Performance Measures Change Management Call of October 1, 2002, it was discussed that BellSouth was no longer providing in its raw data for the Trouble Duration metric those troubles excluded for CPE problems, or any other excluded data, since PMAP 4.0's implementation. Apparently, no notice was given to CLECs regarding this change in raw data management. In the Georgia six-month review the excluded data was available in the PMAP reported data, and BellSouth attested to this in response to CLEC issues regarding data verification. In order to verify BellSouth's PMAP results, CLECs need the ability to see what information was excluded, i.e. reports of excluded numbers and access to excluded data. BellSouth has failed to include the information, without notice to CLECs.

Network Telephone noted in September that in BellSouth's July PARIS payments, posted as "proposed" payments to NTC for Florida, Georgia, Kentucky, Louisiana and North Carolina, payment for the Customer Trouble Report Rate totaled \$93,200, When the actual transmitted payments were posted, the calculation for this metric was \$0.00. A similar problem was discovered with regard to the Percent Flow Through Service Request Detail – UNE. On the proposed payments, the amount due to

NTC for this metric was \$5,563. Once these were transmitted, the amount was reduced to \$1,233.

Network Telephone questioned BellSouth on September 24,2002 about this discrepancy, and requested assistance in understanding the reasons for the difference in Proposed and Transmitted PARIS payments. BellSouth admitted to a calculation error and asked that NTC submit our questions in writing, which was done on September 27. On October 1,2002, the same person NTC talked with on September 27 did not understand the issue. The final information provided by BellSouth was that the "Proposed" payments had no validity (even though they were order by state commission in PMAP requirements), that the September 16 Transmitted information contained incorrect calculations, and that the Transmitted as of October 1,2002 contained correct calculations and the correct payments were made to Network Telephone. NTC asked to understand how Network Telephone would have learned about the calculation corrections, or been able to verify that the calculations were ever paid correctly, had it not been for the discrepancy. BellSouth did not answer this question, and LISC staff member replied, "I guess we can agree to disagree" on the differences.

Network Telephone believes these problems call into question the validity of the remedy payment calculations, the validity of the PMAP data upon which the calculations are based, and demonstrate BellSouth's lack of commitment to explaining its errors to the CLECs affected by constantly changing Proposed and Transmitted information. The information in Exhibit 4 shows the varying information printed at different times for the same metrics.

#### IV. CLEC Care Team Concept Fails to Provide Adequate Service

Network Telephone continues to receive "Care Team" service from BellSouth that is often less than adequate. Responses are slow or non-existent, and at times, as in the case of the above-described issue with BSLD, the Care Team members seem to be unable to obtain adequate information or get the necessary responses. Network Telephone would not characterize the BellSouth service as continually inferior. At times service, particularly from line level employees who are actually handling backoffice issues, is adequate and even excellent. However, the Care Team cannot quickly provide answers when the questions are difficult or involved. Sometimes it is several days before a response is received, and then the response is to ask basic questions which, if necessary at all, should have been asked immediately in order to further process NTC's request. Deadlines, even those deadlines committed to by the Care Team itself, are often missed. Team members routinely do not have the level of expertise to answer NTC questions, and often cannot seem to get access to the parties within BellSouth who do have the expertise.

In NTC's opinion, **a** customer who spends \$2.5 million monthly with a vendor, as NTC does with BellSouth, is deserving of adequate customer service. Since BellSouth apparently could not provide NTC with the level of "Care Team" representation it sought, NTC inquired about paying BellSouth, on **a** professional services basis, for a dedicated account team representative who would be available exclusively for Network Telephone and dedicated to seeking solutions to our issues only. BellSouth responded that the cost to Network Telephone for such a person would be \$150.00 per hour, which translates to a total of \$312,000 per year. It is outrageous that Network Telephone should have to incur

this type of cost for service that any other vendor would be providing to a client with the

total amount of billed revenue NTC submits to BellSouth. A copy of BellSouth's

response to NTC's request for a dedicated Care Team representative is Exhibit 5.

V. CONCLUSION

For the foregoing reasons, the Commission must reject BellSouth's application for

271 authority in Tennessee and Florida. BellSouth is still engaging in classic monopolist

behavior and has not opened its markets to competition. It should not be granted

authority under Section 271 of the Act at this time.

Respectfully Submitted,

Margaret H. Ring, Director

Regulatory and Governmental Affairs

Network Telephone Corporation

815 S. Palafox St.

Pensacola, FL 32501

(850) 465-1748 (telephone)

(850) 432-0218 (facsimile)

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### **APPENDICES**

<u>Exhibit</u>	<u>Title</u> Pa	ge Number of Subiect Matter
1 <b>-A</b>	Carrier Notification SN91083138	3
1-B	July 2,2002 Letter from BSLD	4
1-C	July 18, 2002 Letter from BSLD	4
1-D	Change Request 0923	5
2	Letter from Tennessee Customer	7
3	Letter Regarding BAPCO as Sales Agen	nt 7
4-A	Proposed Remedy Payments 9/12	9
4-B	Transmitted Remedy Payments 9/16	10
4-c	Transmitted Remedy Payments 10/1	10
5	Letter Regarding Care Team Representa	ative 11

#### **EXHIBIT 1-A**



BellSouth Interconnection Services 675 West Peachtree Street Atlanta, Georgia 30375

# Carrier Notification SN91083138

Date: June 14,2002

To: All BellSouth Interconnection Services' Customers

Subject: All BellSouth InterconnectionServices' Customers - Guidelines for use of Uniform

Service Order Codes (USOC), Primary Interexchange Carrier (PIC) and Local Primary Interexchange Carrier (LPIC) Associated with BellSouth Long Distance

This is to advise that the following USOCs, PIC and LPIC associated with BellSouth Long Distance will not be valid on any Interconnection Resale and Unbundled Network Elements (UNE) and Unbundled Network Elements-Platform (UNE-P) orders where the submitting carrier does not have an operational agreement with BellSouth Long Distance:

- PIC = 0377
- LPIC = 0377
- USOCs = BSL++, BSFPF, B3FSB, B3FCX, BTFA+, BFN++, BSXBR, BSXBU, BSXRR, BSXRU, BSXR1, BSXB1

If these USOCs/PIC/LPIC are submitted with any Local Service Request (LSR) and there is no operational agreement with BellSouth Long Distance, the LSR will be returned to the carrier for clarification.

If you have any questions, please contact your BellSouth Local Support Manager.

Sincerely,

#### ORIGINAL SIGNED BY JIM BRINKLEY

Jim Brinkley - Senior Director
BellSouth Interconnection Services

#### **EXHIBIT 1-B**

July 2 2002

Dear Mr. McMahon:

I received your email regarding an operating agreement with BellSouth Long Distance. Network Telephone is the fir LEC to make such a request of BSLD and we are still working on the business and technical requirements that will be necessary to provide BSLD services to your end users. We are ready to work with Network Telephone, but will need some time to complete a final outline of processes and specifics to serve your local customers.

I will be on vacation the remainder of this week, but will be in touch early next week with a status.

Sincerely,

Janet A. Kibler
AVP – Planning and Development
BellSouth Long Distance

#### **EXHIBIT 1-C**

July 18,2002

Dear Mr. McMahan:

I want to keep you apprised of our continued progress in developing the business and technical requirements that will be necessary to provide BSLD services to your end users.

BSLD is continuing to review the business and technical requirements to support the provision of its services to CLEC end users. Our findings to date indicate that most CLECs cannot or do not make available to IXCs the broad range of services needed by BSLD to provide service to the end users of those CLECs. For example, we are finding that many CLECs do not offer billing and collection services. As an alternative, when we considered using our existing clearinghouse vender, we found that many (if not most) CLECs do not have standing arrangements with this vendor. In addition, it is also our understanding that CLECs currently have no way of providing CARE information *to* BSLD in a format that will allow us to provide service to their end users. As a result of these and other issues, BSLD must create a variety of new processes to enable it to provide any services to CLEC end users.

Because of the unanticipated initial interest in obtaining BSLD services for CLEC end users, we are actively reviewing the work that must occur to allow this to happen. Because of the extensive scope of work that will need to take place, we expect that it will be at least 60 to 90 days before we will be able to provide service to CLEC end users and, even then, we may not be able to provide more than a limited number of offerings. We also expect constraints on our ability to interface mechanically with CLECs for some period of time. We are continuing to develop additional options, but we do not yet have an estimated availability date for these alternatives.

You can help us finalize our initial and future phases of availability by completing the attached questionnaire and returning it to me by August 2,2002.

Sincerely,

Janet A. Kibler AVP –Planning and Development BellSouth Long Distance

Attachment

### **EXHIBIT 1-D**

(1)	CHANGE	REQUEST	r LOG	# CR	0923

## (2) STATUS PC

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Attachment A-4A

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(21) DESCRIPTION OF REQUESTED CHANGE (Including purpose and benefit received from this change. Include attachments if available)	On June 14, 200 Carrier Notificati process Local S	02, BellSouth Interco on SN91083138 to 0 ervice Requests ("Li operational agreeme	nnection Services CLECs stating tha SRs") submitted b nt with BellSouth	s, issued It it would not by carriers that Long Distance.
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(32) Change Review Meeting Results	08/22/02 Being reviewed by BellSouth.
	<b>08/28/02</b> BellSouth placed this request in pending
	clarification in order for BellSouth to clearly understand the
	scope <b>of</b> the request.
	08/30/02 BellSouth request for clarification sent to CLEC.
	The purpose of this letter is to respond to Network Telephone
	Corporation's (NTC's) request submitted to the Change Control
	Process on August 19. 2002 and seek clarification of that request
· -	BellSouth's conclusion, pursuant to its review of the request, is
, i	that Network Telephone is requesting that a process relating to
	BellSouth Long Distance (BSLD) carrier services be eliminated.  By this letter, BellSouth is requesting that Network Telephone
	clarify its request by verifying that BellSouth's conclusion is
	correct or incorrect. If BellSouth's conclusion is incorrect,
	Network Telephone should clarify its submission to the Change
i	Control Process.
	If DallCouth's conclusion is correct the basis for request is
	If BellSouth's conclusion is correct, the basis for request is founded on an erroneous belief that BellSouth is denying Network
	Telephone access to UNEs. BellSouth has not denied Network
	Telephone Corporation access to the unbundled network
	elements of BellSouth's network. That access is provided
l Pr	pursuant to the parameters of the interconnection agreement
	executed between BellSouth Telecommunications, Inc. and
	Network Telephone.
	BellSouth is currently concluding that Network Telephone
	Corporation's change request addresses BellSouth's practice of
31 44	clarifying local service requests back to the submitting
	telecommunications carrier when the local service request
•	reflects a request for BellSouth Long Distance interexchange
	service and the submitting carrier does not have an

interconnection agreement with BSLD. This practice is consistent with the transaction between BSLD and BellSouth Telecommunications. As is required by statute, the transaction is memorialized in a written agreement that is located on the BellSouth Corporation website at http://bellsouthcorp.com/policy/transactions/

Please provide clarification

**09/12/02** E-mail sent to CLEC (Kyle) requesting a status on this request as a follow up to the earlier voice message left by CMT **09/13/02** CLEC (Kyle) sent e-mail stating that Network Telecom would not Cancel this request. Change Control Is the wholesale interface. This needs to be addressed on the 25<sup>th</sup>. Are you able to put it on the agenda, or should the CLECs have some input? **09/18/02** CMT sent e-mail to Kyle requesting a conference call to discuss this request on 09/23/02 at 1:00PM EDT. Confirmation requested from Kyle by the CMT and arrangements will be made to schedule the call.

**09/23/02** Conference call not held. Kyle unable to participate. **09/24/02** Conference call held today with BST and Kyle (CLEC). Discussion took place with Kyle stating that there **is** no operational agreement or draft form of an operational agreement for Network to sign regarding BSLD. Discussion held regarding the questionnaire that was sent by BellSouth for input from the CLECs and how the responses would assist with the operational agreement being drafted. BST stated that any agreement with CLECs is public and posted to the Web site.

Therefore, there is no 272-section violation of the 1996 Telecom Act. BST stated that there might be an issue with the 271- section of the 1996 Telecom Act. BellSouth (CLEC Care Organization) requested an opportunity to review the request and provide a status to Network by 10/02/02 through CCP. Kyle stated that Network is looking for a good faith effort from BellSouth. Kyle agreed to allow CCP to follow up for a status by 10/02/02.

(33) CANCELED CHANGE	iiigia e Chigillanime <u>alakilim</u> ii		CLARIFICATION NOT	RECEIVED
(34) CANCELATION ACKN		EC II BST		Tombinene.
SECTION 2				
This section to be completed (35) PON #		il Explanation of Type 6 De அழுத்துகள்ளை அளித்துகள்	fect Change Request	estandananan en en esta
(36) ERROR MESSAGE:		:://sandrodoce	iadonikogova sadodiandonik sa anta zavandandaria zavomna	છેલું((())મેમાં()() (વર્ષ) માર્પિક (* - : : : : : : : : : ! : : ! : ! ! ! ! !
(37) RELEASE OR API VEF (If applicable)		2.7		
(38) DESCRIPTION OF DE	FECT SCENARIO:	niiniiniiks : saleidiiniiks (kaliiniinii Kannoon : saanna kas (saleidiinii)	ida si sa kadamindansi sa kadaminda. Kana simbalian sa kadaminda.	
SECTION 3	hu BallCauth - Internal Valid	design of Designs Change Ba		
This section to be completed	by Βειιδουτη - Internal Valid	nation of Defect Change Re	equest	

(39	) DEFECT	VALIDAT	ION RESUL	-TS:					., ., ., ., ., ., ., ., ., ., ., ., ., .
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			ssakibilitkiren <sup>i.</sup>	· · · · · · · · · · · · · · · · · · ·			eggi saguanning meg .		
	I) VALIDAT			LEVEL:	∐ HIGI -	H ME	DIUM 📙 L	.OW	niningsport,
	2) VALIDAT	1.11	20)	EFECT	FEATUR	: TRA	INING ISSUE	DUPLICA	TE
	3) DEFECT		OTHER CI	LECS?	] YES [	] ио		int The second contract of the second con	and the statement
(44				DEFECT:		☐ TAG	☐ LNP	☐ LENS	
0				-	☐ TCIF 7	⊤ TCIF	a		
100	5) TARGET	territoria e con	Committee of the commit	DATE:	Minnae - S				
(46	3) ACTUAL				1000		Management of the Control of the Con		

#### **EXHIBIT 2**



1211 Bell Rd. / Antioch, TN 37013 / (615) 731-0062

May 21,2002

Network Telephone 815 Palafox Street Pensacola FL 32501 Attn: Dave Chaney

Mr. Chaney,

I am writing you in regards to our Bell South phone and internet service. I have recently received two bills from Bell south for our phone service. The first bill was for the amount of \$130.18, which I assumed was our new bill. The second was for \$49.78, which is a line charge. I am contacting them to try to get this resolved. Now I have found that my internet service was disconnected, without prior notification, because we are no longer Bell South customers. Originally, when we signed up for service, I pre-paid the account for one year in order to receive a certainrate. After that it was included in our bill. Now, I have found out that they refuse to bill out or accept pre-payment for the service, it must be paid by credit card only. This is a big issue for us because, as a business, we do not have credit cards. I am now forced to seek other means for internet service. I would like to have this issue resolved as was one of the determining factors for me switching to your company was the fact that I could stay with my current server. Thank you for attention to this matter.

Sincerely,

Heather Williams, Mgr.

Beechwood Terrace Apartments

#### EXHIBIT 3

15199 P. 003

OCT. -02' 02 (WED) 10:22 SC PUBLIC S.

September 24, 2002

Mr. Wayne Burdett, Manager Utilities Department Public Service Commission of South Carolina Columbia, South Carolina

Dear Mr. Burdett:

BellSouth (BST) will conduct a trial promotion in conjunction with BellSouth Advertising and Publishing Company ("BAPCO"). This letter is to advise the Commission that the trial promotion will be offered by BellSouth and BAPCO to new and existing BAPCO customers who agree to purchase new BAPCO advertising and who elect to participate in the BellSouth 2002 Simple Solution Program. Following are the details:

- Trial period September 25-November 29
- Target market is small business customers
- Restricted to Columbia Yellow Page market in my Columbia wire center
- Customers who sign a 24 or 36-month term election agreement under the Simple Solution Program promotion (SSP) program and who purchase new/incremental BAPCO advertising will receive vouchers funded by BellSouth that may be applied to the customer's BAPCO bill
- BAPCO sales force to offer to new and existing BAPCO advertising customers who sign a BAPCO contract
- BAPCO to offer Simple Solution Program promotion (SSP) to customers who buy advertising. BAPCO advertisers who sign SSP agreement will receive a voucher that aan be applied to incremental spending on their BAPCO bill. Customers who choose not to purchase advertising can still sign up for SSP.
- Offeris not valid if customer has disconnected service with BST within the past 10 days
- The plan is paid for by BST

This trial shall be for the purpose of evaluating, in an operating environment, the performance and pricing a f the specific services in conjunction with other marketing and environmental factors that can influence customer demand. Depending on the success of this promotion, BellSouth and BAPCO may choose to make this offer available to other

10/02/02 17:30 FAX 803 799 8479

BEACH LAW FIRM P.A.

**2**003

OCT. -02' 02 (WED) 10:22

SC PUBLIC SERVICE COMMISION

TEL: 18037375199

P. 004

exchanges in BellSouth and BAPCO territories. BAPCO will be acting as a sales agent for BellSouth under a joint marketing agreement, and the offer will he supported by outbound calling and inbound sales.

Yours truly,

Vice President

## EXHIBIT 4-A Proposed Remedy Payments 9/12

Report: Proposed CLEC Specific Results

		loos: /	T	July 2002 Tier-1 Tot Aff	Tier-1 Rmdy Payb
		OCN /	Cubmatria	Vol	Amt
- LINIO	V	AÇNA	Submetric Customer Trouble Report Rate - UNE	VOI	
			Loops	15	\$12,000
			Firm Order Confirmation Timeliness		· · · · · · · · · · · · · · · · · · ·
			(Mechanized only)	1	\$40
		İ	Percent Provisioning Troubles within		
			30 Days - UNE Loops	2	\$1,100
			Percent Provisioning Troubles within		
	inc	2911	30 Days - UNE XDSL	3	\$1,200
			Percent Flow-Through Service		
			Request (Detail) -Business	24	\$302
			Percent Flow-Through Service	. ا	£40
		1	Request (Detail) -Residence	12	\$19
			Percent Provisioning Troubles within	Ι.,	\$100
		8772	2 30 Days - POTS		
			Customer Trouble Report Rate - UNE	10	\$8,000
			Loops Percent Flow-Through Service		40,000
		ì	Request (Detail) -UNE	443	\$2,879
			Request (Detail) -ONE		
			Percent Missed Repair Appointments -	1	
			UNE Loop and Port Combos	:	\$900
			Percent Provisioning Troubles within		
			30 Days - POTS	1	\$100
			Percent Repeat Troubles within 30		
		. 877	3Idavs - UNE Loops	<u> </u>	\$400
٥,,			Billing Mean Time to Deliver Invoices-	-	
	11170	LWK	CABS		\$2
	i				
		877	2 Customer Trouble Report Rate - POTS		\$600
	1		Customer Trouble Report Rate - UNE		
			Loops		2 \$1,600
			Percent Flow-Through Service		****
			Request (Detail) -UNE	44	3 \$1,990
			Percent Provisioning Troubles within		400
N1	Trees (1000 0000)	877	3 30 Days - UNE Loops	<del> </del>	1 \$400
			Average Completion Notice Interval -	l	1 \$400
			UNE Loops Customer Trouble Report Rate - UNE	+	J 4700
					\$2,200
		ļ	Loops Maintenance Average Duration - UNE		, <u>v</u> u, <u>u</u> ,
			XDSL		1 \$400
			Percent Missed Installation	<u> </u>	
			Appointments - UNE Loops		1 \$450
			Percent Missed Repair Appointments		
			UNE XDSL		1 \$400
İ			Percent Repeat Troubles within 30		
		291	11days - UNE Loops		1 \$400
ļ	,		Customer Trouble Report Rate - UNE		
			Loops		6 \$68,80
		1	Order Completion Interval -UNE XDSI	.	
			without Conditioning		3 \$1,50
•			Percent Missed Installation		
		-	Appointments - UNE Loops		1 \$55
		i	Percent Missed Installation		
!			Appointments -UNE XDSL		1 \$40
			Percent Missed Repair Appointments	-	
ILM	_nelephone oon	P.   67	73 UNE Loops	.———	1 \$45
		- I	Percent Provisioning Troubles within		1 \$40
			11 30 Days - UNE Loops	7:	
	THES	LWK_	Billing Invoice Accuracy	- <del></del>	2 \$
			Billing Invoice Accuracy Percent Flow-Through Service		<u> </u>
		0.7	72 Request (Detail) -Business	1 :	24 \$1
		81	Percent Flow-Through Service		
			Request (Detail) -UNE	4	43 <b>\$</b> 67
	•	Ţ	Troducer (Docary -OHL	<del>-1</del>	T
			percent Provisionina Troubles wimin		
			percent Provisioning Troubles wimin 30 Days - UNE Loop and Port Combo	S	1 \$40
1	NETWORK		Percent ProvisioningTroubles within		

# Exhibit 4-B Transmitted Remedy Payments 9/16

		110	nitted CLEC Specific Results	July 2002	
				July 2002	<del>,</del>
		- 3N I		ן Tier-I To <del>ll</del>	เ Tier-I Rmdy
Stata	( U <u>E</u> C		Submetric		Payb Amt
Otate	U=EU	, <u>1, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1</u>	Average Order Completion and	FAFI V GI	I ayo Airis
			Completion Notice Interval		
			(AOCCNI) Distribution (Dispatch	1	\$1,650
	1		Average Order Completion and	<u>'</u>	Ψ1,000
		-	Completion Notice Interval		
			(AOCCNI) Distribution (Dispatch	. 1	\$4,750
			Average Order Completion and	<del>'</del>	Ψ 1,7 OC
			Completion Notice Interval		
	ĺ	Ì	(AOCCNI) Distribution (Dispatch	1	\$8,550
			Billing Mean Time to Deliver	<del>'</del>	ψο,οοο
	[ 		Invoices CABS	1	\$850
		•	Billing Mean Time to Deliver	<u> </u>	+ + + + + + + + + + + + + + + + + + + +
			Invoices CRIS	. 1	\$450
	ļ		Firm Order Confirmation	· · · ·	<del> </del>
			Timeliness (Fully Mechanized)		
			, UNE Digital Loop	1	, \$650
			Firm Order Confirmation	<del>                                     </del>	<del>  - + + + + + + + + + + + + + + + + + + </del>
	1		Timeliness (Fully Mechanized)		
			UNE Other Non Design	. 1	\$650
	ļ		Firm Order Confirmation		+ · · · · ·
			Timeliness (Non- Mechanized)	ı	1
			UNE Loop + Port Combos	. 1	l, \$450
	1				<del></del>
			Out of Service (OOS) > 24 Hours	I	I
			Non Dispatch Resale Residence		I. \$1,20
			Out of Service (OOS) > 24 Hours		<del>  - `                                  </del>
	Ì	1	Non Dispatch UNE Loop and	•	•
		į	Port Combo	·  -	i \$4,75
	l		Percent Flow-Through Service	*	<del>                                     </del>
İ		ļ	Requests (Detail)Total UNE	,	l, \$85
				1	
			Percent Flow-Through Service		
		1	Requests (Detail) Total Business	3	1 \$85
			Percent Flow-Through Service		
			Requests (Detail) Total		
i	ľ	Ì	Residence		1 \$85
	ļ		Percent Missed Installation		
		ļ	Appointments Including		
			Subsequent Appointments (Non		
		ļ	Dispatch		1 \$1,80
			Percent Missed Installation		
			Appointments Including		
			Subseauent Appointments (Non		_
			Dispatch Dispatch-In		1 \$4,75
			Percent Missed Repair	]	
			Appointments Dispatch Resale	I.	1
		1	Business		1, \$1,,20

I			Percent Missed Repair		ı
			Appointments Dispatch UNE		J
			Loop and Port Combo	1	\$4,750
			Appointments Non Dispatch		<b>0.4 7. 0.</b>
			UNE Loop and Port Combo	1	\$4,750
			Percent Provisioning Troubles wlin 30 Days of Service Order		
			Completion (Dispatch	4	¢1 200
			Completion (Dispatch	1	\$1,200
			30 Days of Service Order	1	1
			Completion (Non Dispatch	1	\$1,200
			ļ- (	1	ψ1,=00
			30 Days of Service Order		
			Completion (Non Dispatch		
			Dispatch-In	1	\$6,650
			Percent Provisioning Troubles wlin		
			30 Days of Service Order		
			Completion (Non Dispatch Switch		
			Based	1	\$4,750
			Daire at later and (Falls Marsh as in all)		
			Reject Interval (Fully Mechanized) -	ا	<b>#450</b>
			UNE Loop + Port Combos	1	\$450
	IETWORK TELEPHONE CORP		Reject Interval (Partially		
	KA LIGHT NETWORKS, INC	3632	Mechanized) Resale Residence	1	\$450
	10.12.011112111010100, 1110	0002	Firm Order Confirmation	•	Ψ
			Timeliness (Mechanized only)	1	\$40
			Percent Provisioning Troubles		Ψίο
			within 30 Days - UNE Loops	2	\$1,100
			Percent Provisioning Troubles		. ,
	IGHTNETWORKS INC	2911	within 30 Days - UNE XDSL	3	\$1,200
			Percent Flow-Through Service		
			Request (Detail) -Business	24	\$302
			Percent Flow-Through Service		_
			Request (Detail) -Residence	12	\$19
		0270	Percent Provisioning Troubles	اد	<b>#</b> 400
		8//2	within 30 Days - POTS	<u>`</u> }	\$100
			Invoices CRIS	5	\$5
			Percent Flow-Through Service	5	<u> </u>
			Request (Detail) -UNE	97	\$630
			Percent Missed Repair		ψοσο
			(Appointments - UNE Loop and Port	]	f
		ĺ	Combos	2	\$900
			Percent Provisioning Troubles		
			within 30 Days - POTS	1	\$100
			Percent Repeat Troubles within 30	Ţ	
<u>G</u> A	NETWORK TELEPHONE CORP.	8773	days - UNE Loops	1	<i>\$400</i>
	LIGHTNETWORKS INC				
•	<u> </u>				

			Percent Flow-Through Service	I	I
KY	NETWORK TELEPHONE CORP.	8773	within 30 Days - UNE Loops	1	\$400
			Interval - UNE Loops	1	\$400
			UNE XDSL	1	\$400
			Percent Missed Installation Appointments - UNE Loops	1	\$450
			Percent Missed Repair Appointments - UNE XDSL	1	\$400
	LIGHTNETWORKS INC	2911	Percent Repeat Troubles within 30 days - UNE Loops	1	\$400
			Order Completion Interval-UNE XDSL without Conditioning	3	\$1,500
			Appointments - UNE Loops	1	\$550
			Appointments-UNE XDSL	1	\$400
LA	NETWORK TELEPHONE CORP.	8773	Percent Missed Kepair Appointments - UNE Loops	1	\$450
			Percent Provisionina Troubles within 30 Days - UNE Loops	1	\$400
	LIGHTNETWORKS INC	WK	Billing Invoice Accuracy	720	\$720
			Billing Invoice Accuracy	24	\$2 \$19
		8772	Percent Flow-Through Service Request (Detail) -UNE	97	\$148
			within 30 Days - UNE Loop and Port Combos	1	\$400
NC	NETWORK TELEPHONE CORP.	8773	Percent Provisioning Troubles within 30 Days - UNE Loops	1	\$400

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## EXHIBIT 4-C Transmitted Remedy Payments 10/1

State	ICLEC	N. <i>(</i> NA	Submetric	Tier-1 Tot Aff Vol	Tier-I Rmdv Payb Amt
			Noti&-Interval (AOCCNI) Distribution	l	l
			(Dispatch	1	\$1,65
			Average Order Completion and Completion		· · · · · · · · · · · · · · · · · · ·
			Notice Interval (AOCCNI) Distribution		1
			(Dispatch	1	\$4,7
			Average Order Completion and Completion		
			Notice Interval (AOCCNI) Distribution		
			(Dispatch	1	\$8,5
			Billing Mean Time to Deliver Invoices	1	\$8
			CABS Billing Mean Time to Deliver Invoices	<u> </u>	- 30
			CRIS	1	\$4
			Customer Trouble Report Rate Resale	<del>- '</del>	<del>                                     </del>
			Business	1	\$1,2
			Customer Trouble Report Rate Resale		
			Design	1	\$1,2
			Customer Trouble Report Rate Resale		
			Residence	1	\$1,2
			Customer Trouble Report Rate UNE		
			Digital Loop DS1	1 1	\$8,5
			Firm Order Confirmation Timeliness (Fully	] .	
			Mechanized) UNE Digital Loop		\$6
			Firm Order Confirmation Timeliness (Fully	1	) \$6
			Mechanized) UNE Other Non Design	<u> </u>	Ψ.
			Firm Order Confirmation Timeliness (Non-		
			Mechanized) UNE Loop + Port Combos		1 \$4
			Out of Service (OOS) > 24 Hours Non		
			Dispatch Resale Residence	ļ <i>'</i>	1 \$1,2
			Out of Service (OOS) > 24 Hours Non		
			Dispatch UNE Loop and Port Combo	<u> </u>	1 \$4,7
			Percent Flow-Through Service Requests (Detail) Total UNE		1 \$8
			Percent Flow-Through Service Requests		Ψ.
			(Detail) Total Business		1 \$
			Percent Flow-Through Service Requests		1
			(Detail) Total Residence		1 \$
			Percent Missed Installation Appointments	[	[
			including Subsequent Appointments (Non		
			Dispatch	<u> </u>	1 \$1,
			Percent Missed Installation Appointments		
			Including Subsequent Appointments (Non	1	4 64
			Dispatch Dispatch-In	<del> </del>	1 \$4,
			Percent Missed Repair Appointments		1
			Dispatch – Resale Business – Percent Missed Repair Appointments		\$1,
			Dispatch UNE Loop and Port Combo	1	1 \$4,
			Dispatch ONE Loop and Fort Collido	+	· • • • • • • • • • • • • • • • • • • •
			Percent Missed Repair Appointments Non		
			Dispatch UNE Loop and Port Combo	1	1 \$4,
			Description of Total Control Control		1
			Percent ProvisioningTroubles wlin 30 Days of Service Order Completion (Dispatch	·	1 \$1,
			or Service Order Completion (Dispatch	+	Ψ1,
			Percent Provisioning Troubles wlin 30 Days	s	
	1		of Service Order Completion (Non Dispatch		1 \$1,

		Percent Provisioning Troubles w/in 30 [ ays of Service Order Completion (Non Dispatch		
		Dispatch-In	1	\$6,650
		Percent ProvisioningTroubles wlin 30 Days	- 1	Ψ0,000
		of Service Order Completion (Non Dispatch		
		Switch Based	1	54,750
		Reject Interval (Fully Mechanized) UNE		
		Loop + Port Combos	1	\$450
	NETWORK TELEPHONE CORP	Reject Interval (Partially Mechanized)		
L.	FKA LIGHT NETWORKS, INC	3632 Resale Residence	1	\$450
-	TRACEIOTA TRETTA GRAND, INTO	Customer Trouble Report Rate - UNE		
		LCOPS '	15	\$12,000
		Firm Order Confirmation Timeliness		
		(Mechanized only)	1	\$40
		Percent Provisioning Troubles within 30		
		Days - UNE Loops	2	\$1,100
		Percent Provisioning Troubles within 30		
	LIGHTNETWORKS INC	2911 Days. UNE XDSL	3	\$1.200
		Percent Flow-Through Service Request		
		(Detail) -Business	24	\$302
		Percent Flow-Through Service Request		
		(Detail)-Residence	12	\$19
		Percent Provisioning Troubles within 30		
		8772 Davs - POTS	1	5100
		Billing Mean Time to Deliver Invoices		
		CRIS	5	\$5
		Customer Trouble Report Rate - UNE	Ţ	
		Loops	10	\$8,00¢
		Percent Flow-Through Service Request		
		(Detail) -UNE	97	
	i	Percent Missed Repair Appointments - UNI		
		Loop and Port Combos	2	1
	1	Percent Provisioning Troubles within 30		
		Days - POT\$	1	5100
		Percent Repeat Troubles within 30 days -		
Α	NETWORK TELEPHONE CORP	8773 UNE Loops	1	\$400
	METWOTH TELEVISION	Billing Mean Time to Deliver Invoices		
	LIGHTNETWORKS INC	NK ~CABS	2	\$2
	<u> </u>	8772 Customer Trouble Report Rate - POTS	6	\$600
		Customer Trouble Report Rate - UNE		
		Loops	2	51,600
		Percent Flow-Through Service Request		
		(Detail) -UNE	97	\$436
		Percent Provisioning Troubles within 30		
Υ	NETWORK TELEPHONE CORF	8773 Days - UNE Loops	1	\$400
•	1	Average Completion Notice Interval - UNE	1	\$400
		LOOPS		φηυυ
		Customer Trouble Report Rate - UNE	ا	\$2.200
		Loops	4	\$ <u>3,388</u>
		Maintenance Average Duration - UNE XD:	1	\$400
		Percent Missed Installation Appointments		
		UNE Loops	1	\$450
		Percent Missed Repair Appointments - UN		- 7
		XDSL	1	\$400
		Percent Repeat Troubles within 30 days -		
	IGHTNETWORKSINC	2911 UNE Loops	1	\$400
	- CHINE I WORKON	Customer Trouble Report Rate - UNE		
		Loops	86	\$68,800
		Order Completion Interval -UNE XDSL		
		without Conditioning	3	\$1,500
		Percent Missed Installation Appointments		
		UNE Loops	1	\$550
		Percent Missed Installation Appointments		
		UNE XDSL	اه	\$400

1			Percent Missed Repair Appointments - UNE		
LA	NETWORK TELEPHONE CORP.	8773 1	Loops	1	\$450

#### **EXHIBIT 5**



BellSouth Telecommunications. Inc. 600 North 19th Street 8th Floor Birmingham. AL 35203

September 18, 2002

Ms. Margaret Ring
Director - Regulatory & Governmental Affairs
Network Telephone Corporation
815 South Palafox Street
Pensacola. FL 32501

#### Dear Margaret:

This is in response to Brent McMahan's e-mail to Bill French dated June 24, 2002, as well as a follow-up to Mr. French's June 24, 2002 e-mail concerning Network Telephone's request that BellSouth provide a dedicated resource to be used as a Single Point of Contact (SPOC) by Network Telephone for operational issues and escalations. Mr. French has requested that I respond to your e-mail. BellSouth apologizes for the delay in responding to your request.

The Network Telephone request was evaluated by BellSouth's Professional Services Team. An estimate *fcr* Professional Services to provide this service to Network Telephone will be at a cost of \$150.00/hr. This billable rate is based on a 40-hour workweek and does not include any overtime or travel expenses that may be incurred.

If you wish to pursue this opportunity, please let me know and I will work with the Professional Services Team to develop a contract to cover the necessary terms and conditions.

Sincerely,

Robby Pannell

**Local Contract Manager**